

## BRADS DATA USE AGREEMENT

This Data Use Agreement (DUA) is between The *Eunice Kennedy Shriver* National Institute of Child and Human Development, Department of Intramural Population Health Research, Biospecimen Repository Access and Datasharing (BRADS) program and

\_\_\_\_\_ (Recipient Name), and is effective as of \_\_\_\_\_.

### TERMS AND CONDITIONS

#### 1. Non-transferability of Agreement

This DUA is not transferable. The following situations require approval of a new DUA:

- a. Any substantive change to the scope of the Research Project
- b. Change to the Recipient's institution: If the Recipient wishes to retain access to BRADS data, a new DUA in which the new institution agrees to the provisions is necessary. The Recipient should notify NICHD Data Archive about change of institution within 14 days of starting at the new institution.

#### 2. Research Use of the Restricted Data

These data will be used by the Recipient for analysis as described in their proposal. The Recipient agrees that data will not be used in any research that is not approved as part of the Research Project.

#### 3. Data Disclaimers

The Recipient agrees that although all reasonable efforts have been taken to ensure the accuracy and reliability of the study data, BRADS does not and cannot warrant the results that may be obtained by using any data included therein.

#### 4. Non-Identification of Subjects

The Recipient agrees that data will not be used, either alone or in conjunction with any other information, in any effort whatsoever to establish the individual identities of any of the subjects from whom data were obtained. In the event the Recipient discovers or is able to deduce the identity of a specific participant, the Recipient agrees not to reveal the participant's identifying information or attempt to contact these individuals.

#### 5. No Distribution of Data

The Recipient agrees to retain control over the data and agrees not to transfer data to any other entity or any individual, except those who are covered under Approved Users in this DUA.

## **6. Recipient's Compliance with Institutional Requirements**

The Recipient acknowledges that access is for research that is approved by the Recipient's Institution, which must be operating under an Office of Human Research Protections (OHRP)-approved Assurance – for example, IRB or equivalent institutional approval.

## **7. Acknowledgments**

The Recipient agrees to acknowledge the contribution of BRADS in any publications resulting from analyses of data. The following language is suggested: This research was supported in part by the Biospecimen Repository and Data Sharing Committee and the Intramural Research Program of the *Eunice Kennedy Shriver* National Institute of Child Health and Human Development.

## **8. Security Requirements**

The Recipient shall maintain data in a space that is limited to access by the Recipient and other Approved Users. The Recipient shall destroy all data when the research that is the subject of this DUA has been completed.

## **9. Return of Results**

All relevant data generated through the use of data or biospecimens obtained from BRADS should be submitted back to BRADS by the date of acceptance of publication of the study's main/primary findings or no longer than one year after the analysis of a data set for a particular research plan, whichever occurs first.

## **10. Recipient's Permission to Post Information Publicly**

The Recipient agrees to permit BRADS to post on the web site the Recipient's name, organizational/institutional affiliation, and project title.

## **11. Annual Update**

The Recipient will provide to BRADS an annual summary of research accomplishments, including resulting publications and presentations and any updates to the list of approved users, as identified in the Research Plan.

## **12. Penalties for Violation of the DUA**

The Recipient agrees that in the event that BRADS determines that the Recipient has violated any terms of this DUA, BRADS may terminate this DUA with 5 days written notice and require that the Recipient destroy the data. The Recipient understands that if a violation has occurred, BRADS may refuse to release further data to the Recipient.

## **13. Validity of the DUA**

This DUA is valid for a period of one year from the effective date. The DUA may be renewed by submitting an application to BRADS as part of the annual review.

**Signature of the Recipient (Principal Investigator)**

**List of Approved Users (data managers, analysts, etc.)**

<b>Name</b>	<b>Role on the project</b>
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